

Request For Proposal
Specification for the Supply of
Web-Based Automated Payroll, Payroll Reporting and
Human Resources Reporting Services including Web-Hosting Capabilities for the Town of Dracut

- The Town of Dracut will accept written proposals from qualified vendors to provide a web-based system covering automated payroll, payroll reporting and human resources (HR) reporting services including web-hosting capabilities.
- Please put your Technical Proposal and the Price Proposal in separate envelopes and mark the outside of each envelope clearly.
- The deadline for questions under this procurement is April 15, 2016. All questions must be in writing and forwarded to the Office of the Assistant Town Manager/Finance Director, 62 Arlington St., Dracut, MA 01826. Questions received after the above day, date and time will not be addressed. Questions may be sent via email to avandal@dracutma.gov or via U.S. mail. Questions will be answered via email with confirmation on or before April 22, 2016 to those who requested the RFP.
- The bids must be filled out and signed as directed therein, sealed in an envelope plainly marked "WEB-BASED AUTOMATED PAYROLL, PAYROLL REPORTING AND HUMAN RESOURCES REPORTING SERVICES INCLUDING WEB-BASED HOSTING CAPABILITIES", addressed to the Office of the Town Manager, 62 Arlington St., Dracut, MA 01826, and endorsed with the name and address of bidder. Sealed Bids must be received by the Town Manager no later than Friday, April 29, 2016 @ 2PM local time and will be publicly opened and read aloud.

SCOPE OF SERVICES

- The Town of Dracut General Government generates approximately 250 paychecks per week for employees using HARPERS software operating on MS Windows Platforms included Versions 8, and 10, and the School Department generates 550 paychecks. (bi-weekly)
- The Town currently utilizes two data entry points, one in the Treasurer's Office for all town personnel and the other at the School Administration Office for all school personnel. This process will continue for the time being with the hope of each department entering data and transmitting electronically to the Treasurer's office for approval and final submission to the payroll vendor.
- The School Department has two divisions – 1.) Professional Staff (Massachusetts Teachers Retirement System) and 2.) Support Staff (Middlesex Retirement System). With the ability to have at least 15 departments under each division
- The successful bidder will provide payroll registers broken down by department and provide a weekly-consolidated payroll register of the departments.
- All electronic media must be compatible and in format required by the Federal Reserve Bank.
- Provide for Medicare withholding and Social Security.
- The successful bidder will provide a breakdown of pensions for the respective retirement boards (Town and Teachers pension). The successful bidder will also provide a compatible electronic version of these same reports for Middlesex Retirement and Mass. Teachers Retirement.
- The successful bidder will provide pension reports that delineate between the standard pension deduction and the additional 2% deducted on amounts exceeding \$576.92 weekly (\$30,000 annually).
- The successful bidder will provide all payroll information via web-based electronic media with user specific access to be determined by the owner.
- The successful bidder will work cooperatively with the Town and School to provide an accurate file to be imported into both accounting systems.

- The quotes will be in four parts:

First is a “cost per check” for weekly processing and direct deposit vouchers.

Second will be a cost per check” for bi-weekly processing which should include all the other operational costs and direct deposit vouchers.

The **third** will include any and all one-time "start up" costs that would include any migration charges and/or setup costs and shall include any additional costs for weekly/bi-weekly additional payrolls and special reports as needed, etc.

The **fourth** will include a separate price for the Human Resources module unless it is typically priced as one package.

I. Basic Payroll Reports (All DEPARTMENTS)

- 1) Payroll registers depicting all employees' current and year-to-date earnings, hours, taxes, net pays, deductions and check numbers,
- 2) Deductions Register highlighting all voluntary deductions for every employee,
- 3) Payroll Recap for all current pay data gross to net (payroll summary report),
- 4) Tax Distribution Summary reporting Federal and State cumulative wage and tax data weekly, quarterly and year to date,
- 5) Quarterly Massachusetts WR-2 for State filing; all quarterly reports for filing (941; M941D; WR1; Reconciliation Detail; Company Tax Profile; DUA Reports; Multi-worksite Report),
- 6) W-2 and Audit Report at the year end,
- 7) Payroll checks drawn on separate Treasurer's account.

II. Special Reports

- 1) Generate electronic media for bank to facilitate reconciliation of payroll account,
- 2) Prepare data for Federal Reserve Bank,
- 3) Weekly deduction listings for each separate voluntary deduction, ie: Health Insurance, Union Dues,
- 4) Bank Services deduction listing for checking/savings direct deposit,
- 5) Employee summary analysis highlighting name/SS#/dependent status and exemptions,
- 6) Middlesex County Retirement report displaying wages and current and year-to-date deductions, deferred compensation deduction and \$30,000 Cap Report (to be provided as specified by the retirement system),
- 7) School Teacher Retirement Report generated monthly on custom Massachusetts Retirement Board Form,
- 8) Miscellaneous on request user reports, including but not limited to reports summarizing the cost of sick and vacation time accrued, used and taken by virtue of Collective Bargaining Agreements,
- 9) Breakdown of taxes and deductions by plan,
- 10) Overtime by category; by department.
- 11) Liquidation and transfer of encumbrances by expense code; by employee,
- 12) Other reports as needed.
- 13) Workman's Compensation detail report.

III. Additional Services

- 1) Provide any browser compatibility (Windows based) PC via electronic media. The web-based product must contain Report Writer and Employee Master Information,

- 2) Provide General Ledger data file that will interface directly to Town's GL system (Softright and Sunguard E-Finance). The file must include all GL account numbers and post at appropriate levels as required by each Town entity,
- 3) Provide signed/sealed self-mailer checks,
- 4) Provide Direct Deposit (EFT) and have ability to offer employees unlimited direct deposits for either savings or checking accounts, (effective 1/1/17, all employees will be required to have direct deposit),
- 5) Provide EFT report and Recon report to bank along with EFT Register,
- 6) Provide a Payroll Register that includes name, address, master information, deductions, along with current, year-to-date and fiscal-to-date totals on one report,
- 7) Provide a Tax Totals Report that summarizes the Town's taxes each pay period on one report,
- 8) Provide a Full Tax Filing Service that will make all deposits, file quarterlies and perform Annual Reconciliation,
- 9) Provide transmittal report for payroll entry preparation,
- 10) Provide 'Automated' New Hire Reporting each pay period as mandated by state jurisdictions,
- 11) Training and Education classes for personnel when there is any turnover to become familiar with the system,
- 12) A Full Account Reconciliation on a weekly basis to be provided.
- 13) List any additional charges for reports or forms,
- 14) Provide an electronic file of the payroll registers only
- 15) Provide Town with a semi-annual master file disc,
- 16) Flexibility to customize to the Town of Dracut needs,
- 17) The ability to record and track employees sick and vacation time accruals as well as tracking sick and vacation time used within the payroll system and produce reports utilizing this data,
- 18) Conform and provide all necessary reports for the implementation of the Affordable Care Act,
- 19) Provide fully compliant workers compensation audit reporting.

Minimum Quality Requirements - Web-Based Automated Payroll, Payroll Reporting and HR Reporting Services including Web-Hosting Capabilities for the Town of Dracut

Be advised that the “Minimum Quality Requirements” are minimum requirements for web-based automated payroll, payroll reporting and HR reporting services including web-hosting capabilities for the Town of Dracut. Each question must have a “Yes” or “No” response using this form. A “No” response to any one of those criteria may result in rejection of the submittal without further action.

Yes/No

The successful bidder will provide weekly payroll registers broken down by department and also provide a weekly consolidated payroll register of the departments.

The successful bidder will provide a breakdown of pensions for the respective retirement boards (County and Teachers pension).

The successful bidder will also provide a compatible electronic version of these same reports.

The payroll module will be fully functional by July 1, 2016.

The bidder’s proposed system is web-based.

The bidder’s proposed system is capable of hosting the Town of Dracut’s payroll system.

HARPERS compatible, all browser friendly, menu driven operating system.

On-Line interactive with immediate file updates.

Training materials are included in the technical proposal.

On-line tutorial to assist operator.

A security system having the capacity to limit access site-by-site, user-by-user, screen-by-screen, program-by-program, update vs. read only.

Formatted input screens for ease of entry.

Exception time reporting for salaried employees and direct time reporting for hourly employees.

Ability to handle both voluntary and involuntary deductions and accumulate same.

Ability to process direct deposit and tax-sheltered annuities.

Accommodate numerous wage tables with ability to apply mass update to appropriate employees at beginning of fiscal year.

Has an alternate pay plan for other than twelve-month employees (division of contract into 52 pays). Ability to accommodate 21, 26 and 52 pay plans.

Complete flexibility to accommodate a variety of employee work schedules and years.

Accommodate multiple budget codes for an employee.

Ability to support allocation of payroll costs to applicable funds or departments.

Ability to have one identification number per employee and up to 4 checks per employee.	_____
Ability to process third party agency checks	_____
Ability to tax large sum retro pay as though paid in weekly units as far as federal and state tax deductions.	_____
Ability to produce regular weekly payroll reports via electronic media.	_____
Year-To-Date salary fields updated each payroll with ability to manually adjust for special Payrolls.	_____
Ability to accumulate a log file maintenance to the master file for each fiscal year with the ability to produce a hard copy after each payroll showing employee number, name, field change, and data entered.	_____
Ability to produce, on-site, pro-forma payroll calculations and printouts.	_____
Ability to produce, on-site, system-generated reports, such as registers, department summaries, individual YTD earnings, etc.	_____
Ability to produce, on-site, system-generated time sheets for time reporting if required by Department.	_____
Ability to produce ASCII files for read/post to other information systems.	_____
Bidder support staff assigned to the Town of Dracut has previous experience working with accounts similar in size and scope to that of the Town of Dracut.	_____
Resumes of assigned support staff members are included in the technical proposal.	_____
A time-line for completion of implementation is included in the technical proposal.	_____
Required reports: Federal and State Tax, Tax Filing, Check Reconciliation, Year-end W-2 List, Deduction Register and Flex Register.	_____
The bidder will be responsible for all banking interfaces including direct deposit, tax filings and bank reconciliations.	_____
The bidder guarantees next-day payroll delivery with a 4 PM payroll transmittal.	_____
The successful bidder may be asked to provide a list of references of all work, similar in size and scope to that of the Town of Dracut, completed in the last five (5) years for any municipality, authority, public or private sector entity including a contact and phone number.	_____
Under the school side 2 divisions; 1 for professional staff (MTRS contributing staff); 1 support staff (County retirement contributing staff).	_____
Ability to have at least 15 departments (batches) under each division.	_____
Ability to have multiple earnings and deduction codes as per requirements for compliance with MTRS and MRB (PTG)reporting. Several users define fields such as: Contract term, pay duration, MTRS School ID, DESE licensure number; FTE, Salary reporting field for employees working less than 1 FTE; position codes.	_____

Ability to have unlimited earnings codes (i.e. retro, longevity; stipend, etc.) _____

Ability to run a payroll off the normal pay cycle. Teachers CBA provides for a longevity paycheck on the first workday of the school year and the 26-week pay teachers receive their five lump sum checks on the last Thursday in June. _____

Ability to have 26-week pay (12 month employees); 21-week pay and 26 week (10 month staff who receive 5 checks on the last Thursday in June) _____

Ability to do a mass quantity change of deductions (i.e. health insurance rates, union dues) _____

Ability to track and set goals for deductions. _____

Required report: Time Off Accrual; Payroll Register; State Retirement Report (TAC report) _____

Ability to produce CSV. files for read/post to other information systems. _____

Ability to meet all Affordable Care Act requirements. _____

We produce approximately 1350 biweekly during the school year. _____

Date

Signature *Title*

Print Name

Company & Telephone #

**Evaluation Criteria - Web-Based Automated Payroll, Payroll Reporting and HR Reporting Services
including Web-Hosting Capabilities for the Town of Dracut**

--All bidders will complete this section and provide verification in the form of backup documentation.

--Each proposal will be evaluated using the following ratings, where applicable:

Highly Advantageous (HA)
Advantageous (A)
Not Advantageous (NA)
Unacceptable (U)

--Each proposal will be evaluated using the following criteria:

1. Experience in providing similar services to municipalities similar in payroll size of the Town of Dracut
Provide a list of those municipalities and contacts,

HA - More than 4 Municipalities,
A - Less than 4 Municipalities.

2. HARPERS Compatibility,

HA – The bidder’s software, as currently constituted, is HARPERS compatible,
A – The bidder’s software, as currently constituted, will require modification at no cost to the Town
of Dracut to be compatible with HARPERS,
NA – The bidder’s software, as currently constituted, will require modification at an additional cost
to the Town of Dracut, to be compatible with HARPERS,
U – The bidder’s software, as currently constituted, cannot be made HARPERS compatible.

3. Customer Service Availability,

HA - Dedicated account representative(s) with previous experience working with similar sized
accounts,
A - Dedicated account representative(s) with no previous experience working with similar sized
accounts,
U - No dedicated account representative.

4. Vendor Program Reporting,

- HA – All reports can be reported via electronic media,
- A – Not all reports can be reported via electronic media,
- U – No reports can be reported via electronic media.

5. Vendor Program Flexibility,

- HA - All programs are flexible and can be customized to accommodate the Town's requirements,
- A - Not all programs are flexible and not all can be customized to accommodate the Town's requirements,
- U - No programs are flexible nor can they be customized to accommodate the Town's requirements.

<hr/>	<hr/>	<hr/>
<i>Date</i>	<i>Signature</i>	<i>Title</i>

Print name

Company & Telephone #

Standard Bid Requirements

- The Town reserves the right to waive any informality in, or to reject any or all bids, or any part thereof, and make awards as may appear in the best interest of the Town.
- The bids must be filled out and signed as directed therein, sealed in an envelope plainly marked “RFP Web-Based Automated Payroll, Payroll Reporting & Human Resources Reporting Services including Web-Hosting Capabilities”, addressed to the Office of the Town Manager, 62 Arlington St., Dracut, MA 01826, and endorsed with the name, address and phone number of bidder. Sealed Bids must be received by the Town Manager no later than Friday, April 29, 2016 2PM local time.
- Erasures or other changes in the bids must be explained or noted over the signature of the bidder.
- When required, samples must be submitted at no cost to the Town of Dracut and picked up within ten (10) days of the bid opening.
- The bidder, or his representative, may be present at the public opening of bids.
- Before any bidder is awarded the contract, the first three (3) lowest bidders will have a meeting with the Town of Dracut’s Town Manager and representatives for the Town and the School Department.
- The bidder agrees to execute the standard contract as prepared by the Town of Dracut, a copy of which is attached hereto for your viewing. The successful bidder will receive three (3) copies of a contract at the earliest possible date. Said contract (all copies) should be signed where indicated and the bond, if applicable, properly executed along with a W-9 form and an Insurance Certificate and returned to the Procurement Officer (Town Manager). The proper Town officials will then sign them and one original copy will be returned to the bidder.
- It is agreed that this bid shall become a part of the contract and if the bidder fails to comply with the terms of his bid, or shall fail to contract as required within the time limit specified, the Town may, at its option, determine that the bidder has abandoned the bid, and thereupon this bid and acceptance thereof shall become null and void and will forfeit the bid deposit and/or bond.
- This Contract is subject to availability of funds. The Town has the right, with a thirty (30) day notice, to cancel the Contract.
- Pursuant to MGL, Chapter 30B, Section 10, all vendors **must complete** the Certificate of Non-Collusion included in the specification and return it with your submittal. Failure to include the completed form in the submittal **will result** in rejection of the submittal.
- Pursuant to MGL, Chapter 62C, Section 49A, all vendors awarded contracts with the Town **must sign** an Attestation Clause included in the specification and return it with your submittal, that you are in compliance with all the Laws of the Commonwealth relating to taxes.
- All vendors **must complete and sign** the **Form W-9, Request for Taxpayer Identification Number and Certification**, and return it with your submittal. The Business Name and TIN/SSN provided to the Town must match exactly that reported to the IRS and used on yearly tax returns. *(This requirement will be submitted by the successful bidder)*
- Town of Dracut funds are not obligated by this project. Services are not to be provided except in accordance with purchase orders issued by the Town. Prices must be held firm until all deliveries are made and all contract requirements are met.

- The Town of Dracut, if the Contractor shall fail to furnish or deliver any of the product or services referenced in this specification after the purchase order for same has been given to the Contractor, acting by the Procurement Officer (Town Manager) may obtain the product or service ordered at any other source and notify the Contractor, in writing, that they have failed to carry out the contract to the satisfaction of the Town of Dracut, who at its' discretion, and without further notice, may cancel the contract.
- Bids must be submitted on Town of Dracut Bid Forms, properly signed, when supplied with the specifications.
- Any deviations from these specifications must be clearly stated. Failure to comply may result in rejection of the submittal as non-responsive.
- Bidders are required to examine the specification and instructions pertaining to the services requested. Failure to do so will be at the Bidder's own risk. It is assumed that the Bidder has made full investigation as to be fully informed as to the extent and character of the services requested and of the requirements of the specification. No warranty is made or implied as to the information contained in the specification and/or instructions.
- The contract must be signed and the Bond or other surety, if applicable, furnished within fourteen (14) days, Saturdays, Sundays and Holidays excluded, after the date the contractor is notified by the Town of Dracut of the acceptance of the bid and readiness of the contract for signature. If the bidder fails after such notification, to sign the contract and to furnish the bond within the said time, therefore, the bid and award shall be null and void.
- The responding vendors will outline all warranties in their proposal. All warranties shall commence upon receipt, installation, setup, and acceptance, as applicable. A copy of the Warranty shall be included in your proposal to view.
- If, for any reason, Dracut Town Hall is closed on the day of this bid opening, the opening shall be postponed until the next normal business day at the stated time. Submittals will be accepted until that day at the stated time.
- The Town of Dracut desires to award a single contract based on the Grand Total Price. However, where applicable, the Town reserves the right to make multiple awards on a unit price basis if, in the opinion of the Procurement Officer (Town Manager), it is more advantageous to the Town of Dracut.
- All pricing offered to the Town of Dracut under this procurement, even if the procurement is initiated by a specific Town Department, will be made available to and held firm by the vendor for other Town of Dracut's Departments for the duration of the contract.
- The Town of Dracut makes no guarantee that any purchases will take place from any contract resulting from this procurement nor does the Town of Dracut guarantee any minimum quantity of purchases resulting from this procurement. Any estimates or past procurement volumes referenced in this procurement are included only for the convenience of bidders and are not to be relied on as an indication of future procurement levels.
- All responsive, responsible bidders in the space provided shall acknowledge all addenda issued under this bid specification. Failure to comply may result in rejection of the submittal as non-responsive.

- No contract can be assigned to a third party without prior written approval from the Town of Dracut.
- If consent is given by the Town, the Contractor shall be as fully responsible to the Town of Dracut and Dracut Public Schools for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as he is of the acts and omissions of persons directly employed by the Contractor. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with all provisions of this contract.
- The Town of Dracut reserves the right to make a partial award based on the appropriation of funds.
- The Town of Dracut reserves the right to increase quantities based on the appropriation of funds.
- Be advised that no contract awarded under MGL, Chapter 30B can be increased by more than 25% of the original procurement value.

Additional Bid Requirements – Web-Based Automated Payroll, Payroll Reporting and HR Reporting Services including Web-Hosting Capabilities for the Town of Dracut

This procurement is subject to MGL, Chapter 30B.

- Evergreen Clause: If the bidder is acquired by or merges with another provider, the new provider will accept all terms and conditions set forth in this specification.
- The successful vendor is obligated to provide a web-based system covering automated payroll, payroll reporting and human resources (HR) reporting service including web-hosting capabilities that meets the specific usage for which they are intended and designed. Notwithstanding the details presented in this specification, it is understood that complete and operating web-based system covering automated payroll, payroll reporting and human resources (HR) reporting service including web-hosting capabilities is required. It is the responsibility of the successful vendor to verify the completeness of their proposal meets the intent of the specification. Be advised that any additional hardware or software required during and/or after installation and setup, even if not specifically mentioned herein, in order to make the system operational, will be provided by the successful vendor at no additional cost to the Town of Dracut.
- The quantities and amounts used in the build up of this specification in no way indicate the quantities or amounts that may be or will be procured by the Town under any subsequent contract. They are for illustrative purposes only and to identify the lowest responsive, responsible bidder in response to the specification
- The successful bidder(s) must submit a list of references of all work, similar in size and scope to that described in this specification, completed in the last three (3) years for any municipality, authority, public or private sector entity including a contact and phone number. The Town will check, at minimum, three (3) references and reserves the right to reject any submittal received solely on the basis of past poor performance as reported by the references.
- Bidders are required to examine the specification and instructions pertaining to the services requested. Failure to do so will be at the Bidder's own risk. It is assumed that the Bidder has made full investigation as to be fully informed as to the extent and character of the services requested and of the requirements of the specification. No warranty is made or implied as to the information contained in the specification and/or instructions.
- The responding vendors will outline all warranties in their proposal. All warranties shall commence upon receipt, installation, setup, and/or acceptance, as applicable.
- The Town of Dracut reserves the right to add or delete locations from this procurement.
- Any inconsistencies in price list and billing may result in contract cancellation.
- The contract duration is for three (3) years. The Town reserves the right to renew this contract for two (2) additional one (1) year extensions to the contract.
- A Certificate of Insurance is required of the successful bidder in the amount of \$100,000.00 with Workmen's Compensation as well as General Liability. The Town shall be named as an additional insured on the General Liability and Workmen's Compensation Liability Insurance Policies.

- Each bidder will submit one (1) original and three (3) photocopies of their proposal.
- This procurement will be awarded to the responsive, responsible bidder offering the lowest Grand Total Price.

**Summary Pricing Sheet - Web-Based Automated Payroll, Payroll Reporting and
Human Resources Reporting Services including Web-Hosting Capabilities for the
Town of Dracut**

1) Cost per Check Weekly \$_____

2) Cost per Check Bi-weekly \$_____

3) Additional Start Up/Migration Costs, if any -

Description of Costs	Amount

4) Integration of Human Resources Module \$_____

Grand Total Price \$_____

Date

Signature *Title*

Print name

Company & Telephone #

Evaluation Rating Sheets - Request For Proposals
Web-Based Automated Payroll, Payroll Reporting and Human Resources
Reporting Services including Web-Hosting Capabilities for the Town of Dracut

Vendor: _____

Each of the questions will be rated using a rating system of Highly Advantageous, Not Advantageous, Advantageous, and Unacceptable.

Rating

Experience in providing similar services to municipalities similar in payroll size to that of the Town of Dracut. Provide a list of those municipalities and contacts,

HARPERS Compatibility,

Customer Service Availability,

Vendor Program Reporting,

Vendor Program Flexibility,

Evaluator's Signature: _____

Date: _____

TAX COMPLIANCE CERTIFICATION

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all Massachusetts tax returns and have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of Individual	By: Corporate Officer or Corporate Name (Mandatory, if applicable)	(Mandatory)
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** Social Security # (Voluntary) or
Federal Identification Number

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by applicant.

** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L. c. 62C s. 49A.

CERTIFICATION OF GOOD FAITH

The undersigned certifies under the penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Company	Date
By _____ Name and Title	

*Approval of a contract or other agreement will not be granted unless this certification clause is signed by applicant.

CONFLICT OF INTEREST - GOOD AND SERVICES

The contractor in light of the provision of Chapter 268A of the Massachusetts General Laws, covenants that he/she has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the purchase of goods required under this bid/proposal. The contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

Signature of individual submitting bid or proposal	Name of business
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CORPORATE VOTE

At a duly authorized meeting of the Board of Directors of _____

_____ held on _____ at which

all the Directors were present or waived notice, it was voted that _____,
_____ of this company, be and he/she hereby is authorized to execute
contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such
execution of any contract or obligation in this company's name
on its behalf by _____, shall be binding upon this company.

A TRUE COPY ATTEST:

Clerk,

I hereby certify that I am the Clerk of _____, that

_____ is duly elected _____ of said
company, and the above vote has not been amended or rescinded and remains in full force and effect as of
the date of this contract.

Clerk _____

Corporate Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____,

Notary Public

If a corporation, complete above or attach to each signed copy of the bid/written request/quotation, a
notarized copy of vote of corporation authorizing the signatory to sign this bid/written request/quotation
form. If attesting clerk is the same person as the individual executing this contract, have signature notarized
above.

REFERENCES

**SUPPLY OF WEB-BASED AUTOMATED PAYROLL, PAYROLL REPORTING AND
HUMAN RESOURCES REPORTING SERVICES INCLUDING WEB-HOSTING
CAPABILITIES FOR THE TOWN OF DRACUT**

Request for References:

Bidders must submit a complete list of four (4) recent jobs performed in the past three (3) years that are similar in size and scope to this project, with contact names and telephone numbers. Please submit these references with their sealed bids.

Bidder: _____

1. Reference: _____ **Contact:** _____
Address: _____ **Phone:** _____
_____ **Fax:** _____
Total Contract Amount: \$ _____

Description and date(s) of services provided: _____

2. Reference: _____ **Contact:** _____
Address: _____ **Phone:** _____
_____ **Fax:** _____
Total Contract Amount: \$ _____

Description and date(s) of services provided: _____

3. Reference: _____ **Contact:** _____
Address: _____ **Phone:** _____
_____ **Fax:** _____
Total Contract Amount: \$ _____

Description and date(s) of services provided: _____

4. Reference: _____ **Contact:** _____
Address: _____ **Phone:** _____
_____ **Fax:** _____
Total Contract Amount: \$ _____

Description and date(s) of services provided: _____

TOWN OF DRACUT
MASSACHUSETTS
OFFICE OF THE TOWN MANAGER

This agreement made and concluded this ____ day of _____ in the year TWO THOUSAND SIXTEEN, by and between _____ hereinafter called the Contractor, and the Town of Dracut, a municipal corporation established under the laws of the Commonwealth of Massachusetts, acting by and through its Town Manager, hereinafter called the Town.

WITNESSETH that the Contractor agreed and by these presents does agree for consideration hereinafter contained to provide and deliver the items specified per bid submitted, said bid being incorporated herein.

In case of any alteration of this contract, so much thereof as is not necessarily affected by the change shall remain in force upon all parties hereto; and the adjustment and payment of the bill shall release and discharge the said Town from any and all claims or liability on account of any damages, whether such be personal or real, suffered by any employee of the Town or third parties, furnished under this contract or any alteration thereof.

The Contractor shall not assign nor transfer this contract, or any part thereof, or any sum due or to become due hereunder without the written consent of the Town Manager.

And the said Contractor further agrees to indemnify and save harmless the said Town of Dracut, its officers and agents from all claims and actions of every name and description brought against the said Town, or its officers and agents, for or on account of any injury or damage received or sustained by any person, structure or property on account of any act or omission of said Contractor or its servants or agents in the performance of this contract. The Contractor hereby agrees that so much of the money due to under, and by virtue of, this agreement as shall be considered necessary by said Town Manager may be retained by the said Town until all such suits or claims for damages as aforesaid shall have been settled and evidence furnished to the satisfaction of said Town Manager; provided, however, that notice of such claims in writing and signed by the claimants shall be previously filed in the offices of the Town Manager.

The Town, if the Contractor shall fail to furnish and deliver any of said work described as required after notification for same has been given to the Contractor or mailed to him at the business address stated in his/her proposal, acting by the "Town Manager", may obtain the services at any other source and the Town, if the Town Manager shall give to the Contractor or mail to him at his business address stated in his proposal a notice signed by the Town Manager that the Contractor has failed to carry out the contract to the satisfaction of the Town Manager, acting by the Town Manager and at his/her discretion and, without further notice may cancel the contract.

IN CONSIDERATION WHEREOF, THE SAID Town agrees to pay said Contractor the following price: Cost Per Check _____ with a Grand Total of \$_____. See attached sheet.

TERM OF CONTRACT: The contract duration is for three (3) years with a renewal of this contract for two (2) additional one (1) year extensions to the contract.

Failure on the Contractor's part to comply with said guidelines or regulations shall upon reasonable notice constitute grounds for the Town to revoke and otherwise terminate the contract and all obligations of the Town hereunder.

IN WITNESS WHEREOF, the said Contractor acting by and through its official title, and the Town of Dracut having caused these presents and an instrument of like tenor to be executed in its name and behalf by its Town Manager, James A. Duggan, duly authorized as aforesaid, and its corporate seal to be hereto and to an instrument of like tenor affixed on the day and year first above written.

Signed and Sealed in Presence

CONTRACTOR

Witness

By: _____

TOWN OF DRACUT

Witness

By: _____
James A. Duggan, Town Manager

Approved as to Form:

James A. Hall, Town Counsel

I hereby certify that the Town has appropriated the funds for this purpose.

Diane Daigle, Town Accountant